

MODIFICATION AND EXTENSION AGREEMENT

This Modification and Extension Agreement is made and entered into as of the 14th day of April, 2010, by and between INDEPENDENT BANK, a Tennessee banking corporation (the "Lender"), LEADER FIVE STAR HOMES LLC, a Tennessee limited liability company (the "Borrower"), and DONALD L. BOWDEN, SR., HELEN BOWDEN and LOEB BROS. REALTY, L.P., a Tennessee limited partnership (collectively, the "Guarantors").

WHEREAS, Lender accepted a Construction Loan Agreement ("Agreement") and a Promissory Note (the "Note") dated August 18, 2009, with respect to an indebtedness of Borrower to Lender in the amount of One Hundred Thirty-Four Thousand, Three Hundred Dollars (\$134,300.00) (the "Loan") (the Agreement and the Note, together with all the separate agreements executed and delivered in connection with the aforesaid indebtedness, including all modifications and extensions to such agreements, are sometimes referred to collectively herein as the "Loan Documents"); and

WHEREAS, the Borrower executed that certain Construction Deed of Trust dated August 18, 2009 ("Deed of Trust") in favor of Lender which identified the real property described on Exhibit A attached hereto as security for the Note and the Loan Agreement; and

WHEREAS, the aforementioned Deed of Trust was recorded in the Chancery Court Clerk's Office of DeSoto County, Mississippi in Book 3071, Page 308; and

WHEREAS, Borrower and Lender desire to modify the Note, the Agreement, the Deed of Trust and all of the other Loan Documents as hereinafter provided.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower and Lender do hereby modify the Note, the Agreement, the Prior Deeds of Trust and the other Loan Documents as follows:

1. Borrower shall continue to make monthly payments to Lender as provided in the Note. The outstanding principal and all accrued and unpaid interest is due and payable on December 10, 2010 (the "Maturity Date").
2. From the date hereof until the Maturity Date, the interest rate payable by the Borrower to the Lender shall be a floating rate equal to the greater of the following: (a) five percent (5%) per annum, or (b) the Prime Rate as published by the Wall Street Journal plus 1.75% per annum; provided, however, that in no event shall the interest rate be

Indexing Instructions: Lot 75, Bethel Park S/D, Plat Book 97, Page 34,
Section 11, Township 2 South, Range 6 West

Harris Shelton
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higher than the maximum rate allowed by applicable law. If the Prime Rate as published by the Wall Street Journal becomes unavailable after the date hereof, Lender may designate a substitute Prime Rate after notice to Borrower.

3. The outstanding principal balance as of the date hereof is \$126,400.00. From the date hereof until the Maturity Date the maximum principal loan amount under the Agreement and the Note is reduced from \$134,300.00 to \$126,400.000, it being the intention of the parties that the Borrower shall not at any time be entitled to borrow any funds the disbursement of which will cause the outstanding principal balance of the Note to exceed \$126,400.00.

4. The Guarantors do hereby confirm, ratify and approve all of the Loan Documents as modified herein and, accordingly, join in the execution and delivery of this Modification and Extension Agreement.

5. In all other respects, except as modified herein, all of the Loan Documents including, but not limited to, the Agreement and the Note shall remain in full force and effect, and the undersigned Borrower agrees that there are no defenses to the payment or enforcement of the Agreement and Note as modified herein and Borrower reaffirms all the terms and conditions of the Agreement and Note as modified herein.

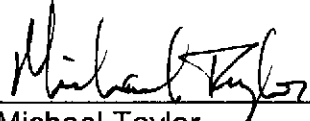
6. Borrower agrees that upon request, it shall do such further acts and deeds, and shall execute, acknowledge, deliver and record such documents and instruments, including, but not limited to, financing statements and security agreements as may be reasonably necessary from time to time to further evidence, confirm, or carry out the intent and purposes both of the Agreement and Note and the transactions contemplated by this Modification and Extension Agreement.

7. This Modification and Extension Agreement shall not constitute a novation. The indebtedness evidenced by the Loan Documents as modified hereby is in no way discharged or released. Nothing in this Agreement shall adversely affect, invalidate, discharge, release, or impair any security (including, without limitation, the liens and security interests of the Deed of Trust and other Loan Documents, as herein modified) held by the Lender or the indebtedness secured thereby or the priority of the lien and security interests of such security, which priority and lien and security interests shall remain unaffected and unimpaired.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

LENDER:

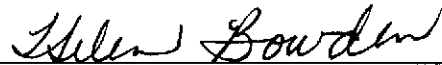
INDEPENDENT BANK
A Tennessee Banking Corporation

By: 
Michael Taylor
Title: Vice President

BORROWER:

LEADER FIVE STAR HOMES LLC
A Tennessee limited liability company

By: 
Donald L. Bowden, Sr.
Title: Chief Manager

And By: 
Helen Bowden
Title: Secretary

GUARANTORS:


Donald L. Bowden, Sr.


Helen Bowden

LOEB BROS. REALTY, L.P.
 A Tennessee Limited Partnership
 By: Loeb Realty Co., Inc.
 A Tennessee corporation
 Its General Partner

By: Earl E. Williams, Jr.
 Earl E. Williams, Jr.
 Title: Senior Vice President

STATE OF TENNESSEE
 COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, personally appeared Michael Taylor with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Vice President of Independent Bank, the within named bargainor, a corporation, and that he as such Vice President and for and on behalf of said corporation, and as its act and deed, he executed and delivered the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President, after first having been duly authorized by said corporation to do so.

WITNESS my hand and seal, at office this 14 day of April, 2010.

My Commission Expires:



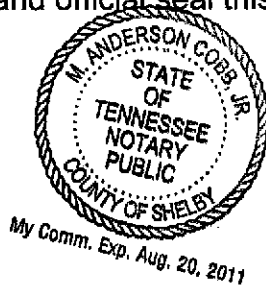
[Signature]
 Notary Public

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a notary public in and for said County and State, personally appeared **Donald L. Bowden, Sr. and Helen Bowden**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Chief Manager and Secretary of Leader Five Start Homes LLC, the within named bargainor, a limited liability company, and that as such Chief Manager and Secretary, and for and on behalf of said company, and as its act and deed, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by themselves as President and Secretary, after first having been duly authorized by said company to do so.

WITNESS my hand and official seal this the 14th day of April, 2010.

My Commission Expires: _____



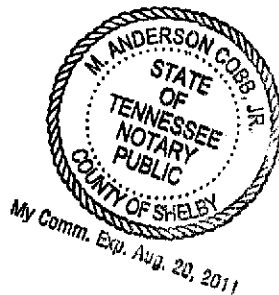
[Signature]
Notary Public

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, a Notary Public in and for said State and County, Donald L. Bowden, Sr. and Helen Bowden, the within-named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the foregoing instrument as their free act and deed for the purposes therein contained.

WITNESS my hand and seal at office, on the 14th day of April, 2010.

My Commission Expires: _____



[Signature]
Notary Public

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a notary public in and for said County and State, personally appeared Earl E. Williams, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Senior Vice President of Loeb Realty Co., Inc., a Tennessee corporation, general partner of Loeb Bros. Realty, L.P., the within named bargainor, a limited partnership, and that as such Senior Vice President, and for and on behalf of the said corporation as general partner of the limited partnership and as its free act and deed, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as Senior Vice President.

WITNESS my hand and official seal this the 15 day of April, 2010.

Donna Lantip
Notary Public

My Commission Expires:

April 28, 2010



This Instrument Prepared by:
Neal Graham, Atty.
Harris Shelton Hanover Walsh, PLLC
999 S. Shady Grove Road
Suite 300
Memphis, Tennessee 38120

LENDER:

Independent Bank
Real Estate Lending
5050 Poplar Avenue
Memphis, TN 38157
Phone #: (901) 844-5050

BORROWER:

Leader Five Star Homes LLC
124 Timber Creek, Suite 4
Cordova, TN 38018
Phone #: (901) 466 4040

Guarantors:

Donald L. Bowden, Sr.
Helen Bowden
124 Timber Creek, Suite 4
Cordova, TN 38018
Phone #: (901) 466 4040

EXHIBIT A

Lot 75, Bethel Park Subdivision, located in Section 11, Township 2 South, Range 6 West, DeSoto County, Mississippi, as shown on plat of record in Plat Book 97, Page 34 in the DeSoto County Chancery Court Clerk's Office.

INDEXING INSTRUCTIONS:

Section 11, Township 2 South, Range 6 West, DeSoto County, Mississippi